

CITY OF SANTA BARBARA



REQUEST FOR PROPOSALS RFP#3679

Title: Public Opinion Research for the Creeks Restoration
and Water Quality Improvement Division

Issue Date: November 26, 2012

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I. INTRODUCTION

A. BACKGROUND AND SCOPE OF WORK

Background:

The City of Santa Barbara established the Creeks Restoration and Water Quality Improvement Division (Creeks Division) in December 2000 with the goals of implementing creek restoration, water quality improvement, and public education projects to restore City creeks to a more natural condition, improve creek and ocean water quality, make beaches safe for swimming, and expand open space and recreational opportunities. The Creeks Division is funded through grants and Measure B, a 2% tax on local hotel visitors which was approved by voters in 2000.

In April 2002, Goodwin Simon Strategic Research was contracted by the Creeks Division to conduct public opinion research targeting residents and businesses. The purpose of the resident survey was to determine the level of public knowledge of water pollution sources and methods to reduce pollution. The research also tested public willingness to change behavior or activities that cause pollution. The business survey gathered information from the general business community, and specifically targeted restaurants and automotive repair businesses, since they tend to have operations that can contribute to polluted urban and storm water runoff.

The public opinion research study was used to help inform a Public Education Plan designed to raise awareness of water quality issues and promote behavior change among individuals and businesses. The Public Education Plan, prepared for the Creeks Division by O'Rourke, Inc. in 2003, utilized results from the 2002 telephone survey as well as information gathered from one-on-one interviews and small group meetings with a diverse group of stakeholders including members of the environmental, business and Latino communities as well as environmental educators and representatives from local government.

A follow-up survey was conducted in May/June 2008 by Goodwin Simon Victoria Research. The results were compared to the 2002 survey results to determine how public awareness of water quality issues and solutions had changed over time, and were used to gauge the success of Creeks Division outreach efforts. The results were also used to update the Creeks Division's Public Education Plan.

To view the 2002 Survey, 2008 Survey, and Public Education Plan, please visit:

http://www.santabarbaraca.gov/Files/Parks_and_Recreation/Creeks_Public_Opinion_Research

To view Creeks Division television PSAs, please visit:

http://www.santabarbaraca.gov/Resident/Community/Creeks/Video_Library.htm

Scope of Work:

With assistance from City staff and representatives from the City's Creeks Advisory Committee, the successful offeror will:

1. Develop an approach for conducting follow-up public opinion research, including goals, strategies, audiences, geographic boundaries, sample size, and methods.
2. Draft survey instrument and conduct public opinion research, including telephone surveys, focus groups, and/or other chosen methods of public opinion research.

3. Develop draft and final project reports including key findings, aggregate results, and cross tabulation tables.
4. The consultant's response to this RFP should acknowledge current technological and linguistic/demographic challenges with telephone surveys (i.e. many people do not have land lines, only cell phones, etc.) and describe strategies or alternative methods to address these challenges.
5. The consultant's response to this RFP should describe techniques to determine which of the Creeks Division's various outreach efforts have proven most successful in raising awareness and behavior change (i.e. television, radio, print, code enforcement, community events, etc.).
6. The consultant's response to this RFP should describe techniques to differentiate awareness and behavior change influenced by outreach programs of the Creeks Division vs. other local water quality programs.
7. The consultant's response to this RFP should identify the number of meetings/presentations anticipated to meet the scope of work, including project meetings with City staff and members of the Creeks Advisory Committee, and presentations of survey results to the Creeks Advisory Committee.

B. CITY CONTACT

The City has designated Liz Smith, Creeks Outreach Coordinator, as its Contact for this RFP. Contact information is listed below:

Liz Smith
City of Santa Barbara
Creeks Division
P.O. Box 1990
Santa Barbara, CA 93102

Telephone: (805) 897-2606
Fax Number: (805) 897-2626
E-mail: LSmith@SantaBarbaraCA.gov

Proposals must be received by 4:00pm on Thursday, December 13th at:

Name : Purchasing Office
Title : RFP 3679
City Name : City of Santa Barbara
Address : 310 E. Ortega Street
Santa Barbara, CA 93101

Any inquiries or requests regarding this procurement should be submitted to the City's Contact in writing. Offerors may contact ONLY the City's Contact regarding this solicitation. Other City employees do not have the authority to respond on behalf of the City and contact with unauthorized City personnel may result in disqualification.

II. CONDITIONS GOVERNING THE PROCUREMENT

GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the City of Santa Barbara procurement codes and procedures.

1. Receiving Time/Late Proposals

It is the responsibility of offeror to see that their proposal is submitted with sufficient time to be received by the Purchasing Office prior to the proposal closing time. The receiving time in the Purchasing Office will be the governing time for acceptability of proposals. Telegraphic, telephonic and facsimile proposals will not be accepted.

Late proposals are not accepted regardless of postmark and will be returned unopened to the sender.

2. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the procurement in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

3. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration or for interviews shall be borne solely by the offeror.

4. Prime Contractor Responsibility

Any contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the City. The City will make contract payments only to the prime contractor.

5. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

6. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

7. Offeror's Rights To Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the City's Contact.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is requested.

9. Best and Final Offer

The City reserves the right to request Best and Final Offers from any or all offerors. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed.

10. Living Wage Requirement

Any service purchase order contract issued as a result of this request for bids or quotes may be subject to the City's Living Wage Ordinance No 5384, SBMC 9.128 and its implementing regulations.

11. Disclosure of Proposal Contents

The proposals will be kept confidential until an awarded recommendation is made to Council. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. By submitting a proposal, offeror accepts that the City of Santa Barbara may need to disclose all or part of your proposal and any subsequent Contract, or parts thereof, in response to requests under the California Public Records Act.

Any portion of the proposal that offeror considers confidential or proprietary information, or to contain trade secrets of offeror, must be clearly marked confidential. This marking must be explicit as to the designation of the information and does not guarantee the non-release of the information under the California Public Records Act, or as otherwise required by law. The purpose is to provide the City of Santa Barbara with the means to review issues thoroughly and, if justified, request an opinion of the City of Santa Barbara's Attorney's Office.

12. No Obligation

The procurement in no manner obligates the CITY to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

13. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Barbara.

14. Sufficient Appropriation

Any contract awarded, for multiple years, as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

15. Errors and Restrictive Specifications

If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the offeror should immediately notify the City's Contact at 805-897-2606 designated in Section I, paragraph B. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, an offeror knows of or should have known of an error in the RFP but fails to notify the City's Contact of the error, the offeror shall submit their bid at their own risk and if

awarded a contract, shall not be entitled to additional compensation or time by reason of error or its later correction.

An offeror who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must include recommended language and the reason for proposing the change. **The City's Contact must receive any requests in writing no later than 5 working days before the submission deadline.**

16. Legal Review

The City requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Buyer.

17. Governing Law

This procurement and any Contract with offerors that may result shall be governed by the laws of the State of California.

18. Oral Changes and Basis for Proposal

Do not rely upon oral explanations. Changes and addenda will be issued in writing. Only information supplied by the City in writing through the Purchasing Department, the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

19. Contract Terms and Conditions

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in Appendix A, "Sample Contract." However, **the City reserves the right to negotiate with a successful offeror the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the City's terms and conditions, as contained in this Section or in Appendix A, that offeror must propose specific alternative language. The City may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

20. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City.

21. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the City and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

22. Offeror Qualifications

The City may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The City will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer.

23. Right To Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

24. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

25. City Rights

The City reserves the right to accept all or a portion of an offeror's proposal including the right to purchase software or services from approved price agreements.

26. Right To Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors, and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

27. Ownership of Proposals

All documents submitted in response to the RFP shall be available to be picked up by the offerors after the expiration of the protest period with the following exception. One complete copy of the selected offeror's proposal including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the City of Santa Barbara.

28. Contract Award

Proposal will be evaluated by Committee comprised of City staff and may include outside consultants. The Evaluation Committee will make an award recommendation to City Council. City Council may approve the agreement and/or direct staff to negotiate the final terms and execute the contract.

This contract shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points or be the lowest cost proposal. Offerors will be notified when the award recommendation goes to Council for approval.

29. Protest Deadline

All parties wishing to file a protest shall comply with the procedures set forth below.

Any protest must be submitted in writing to General Services Manager, City of Santa Barbara, P.O. Box 1990, Santa Barbara, CA 93102-1990 before 5 p.m. of the 5th business day following notice of award or recommendation to award to another firm.

The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address, facsimile number and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who

appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The City Council of the City of Santa Barbara will issue a decision on the protest. If the City Council determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

Protests received after the deadline will not be accepted.

30. Records and Audits

The CONTRACTOR shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Contract, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Contract and shall be subject to inspection by the CITY. The CITY shall have the right to audit any billings or examine any records maintained pursuant to this Contract both before and after payment. Payment under this Contract shall not foreclose the right of the CITY to recover excessive and/or illegal payments.

31. Enforcement of Contract/Waiver

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit multiple proposals, if desired. The City is not recommending or suggesting that offerors submit multiple proposals. The City is merely stating an available option. If an offeror chooses to submit multiple proposals, each must be entirely separate from the others. The Evaluation Committee will not collate, merge, or otherwise manipulate the offeror's proposals.

B. NUMBER OF COPIES

Offerors shall provide two (2) identical copies of their proposal to the location specified in Section I, Paragraph B on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.), include a letter of transmittal, and placed within a binder with tabs delineating each section.

1. Letter of Transmittal

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all amendments to this RFP.

2. Qualifications

Provide a brief summary of your firm's history, its capabilities, and its recent experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

3. Key Personnel

Describe the project team composition and include resumes of key personnel. Proposed members should be available for one hundred twenty (120) days from the proposal due date. The City must be promptly notified of any changes in personnel prior to award.

4. References

List a minimum of three (3) references for whom comparable services were provided to in the last five (5) years. Include the name of the firm, name of the contact, telephone number of the contact, email address of contact (if available), brief description of the services provided and your firm's role, and the start and completion date.

5. Project Work Plan

Describe your understanding of the project and approach. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

The City may require oral presentations.

6. Non-Collusion Declaration

Sign and attach "Appendix D – Non-Collusion Declaration"

D. SUBMISSION INFORMATION

Proposals must be submitted by hand or **received** via mail no later than **4:00pm on Thursday, December 13th**, to:

City of Santa Barbara
Purchasing Office
RFP 3679
310 E. Ortega Street
Santa Barbara, CA 93101

Proposals should be delivered/mailed to the Purchasing Office in a sealed envelope or box bearing the RFP number, Project Name, and Closing Date.

Tentative selection schedule is as follows:

November 26, 2012 RFP Issued
December 13, 2012 Closing Date - Proposals Due at 4:00pm
January 15-17, 2013 Interviews
January 21, 2013 Selection of Successful Candidate
February 19, 2013 City Council Approval of Contract
February 20, 2013 Notice to Proceed

For additional information or clarification, please contact: Liz Smith, Creeks Outreach Coordinator, LSmith@SantaBarbaraCA.gov.

IV. PROJECT DESCRIPTION/SPECIFICATIONS

The City of Santa Barbara Creeks Division is seeking professional services for the preparation and implementation of a public opinion study related to water quality. This study is a follow-up to telephone surveys conducted in 2002 and 2008. The purpose of the study is to measure effectiveness of media campaigns and public outreach/education programs. The study will measure changes in public awareness of creek and ocean water quality issues including key pollutants, the role of storm drains, and specific behaviors to reduce storm water pollution.

An important goal of the study is to assess which media formats have been effective in conveying water quality improvement messages to the public. Another goal is to assess support, awareness, and participation in Creeks Division programs and restoration efforts. Results will assist in measuring changes in awareness and behavior since the inception of the Creeks Division outreach program, and will help direct future outreach priorities.

The proposals provided by each consultant or consultant team will be used to evaluate interested and qualified consultants or firms that have experience in conducting the type of public opinion research called for in the Scope of Work. Specifically, the proposal must include the following:

1. A narrative description of the firm's approach to implementation of the tasks outlined in the scope of work.
2. General qualifications of the firm in conducting studies as described above.
3. Knowledge and experience with water quality, natural resources in urbanized areas, and watershed issues.
4. Project resume with three (3) to five (5) project examples that illustrate experience with similar projects. Include at least two (2) projects undertaken for a public agency, references for the project examples, and a sample of written materials.
5. Name of the lead project manager for the project. Specific qualifications of key staff that would be involved in preparation of the research and report.
6. Project timeline and ability of firm to complete the project within one hundred twenty (120) days of receiving notice to proceed.
7. Budget with personnel, hours per task, and hourly rates. Methods for charging for services provided.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of the offeror proposals. Only finalist offerors will receive points for an oral presentation and demonstration.

<u>Specifications:</u>	<u>Maximum Points:</u>
Related Experience	25
References	15
Project Work Plan	35
Project Management Team	15
Cost	10
TOTAL	100

B. EVALUATION FACTORS

A maximum of 100 points may be awarded based upon the quality and thoroughness of the offeror's response to each evaluation factor as follows.

Related Experience: Up to 25 points may be awarded based on evaluation of the offeror's experience including any subcontractors. Evaluation will be based on documented experience on similar projects.

References: A maximum of 15 points for references will be awarded upon an evaluation of offeror's work for previous clients receiving similar products and services to those proposed by the offeror for this project.

Project Work Plans: Up to 35 points may be awarded based on the quality and thoroughness of offeror's project work plan.

Project Management Team: Up to 15 points may be awarded for relevant experience of key personnel based upon the resumes and experience narratives submitted.

Cost: The evaluation of each offeror's cost proposal will be compared to the competing proposals.

C. EVALUATION PROCESS:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Buyer may contact the offeror for clarification of the response.
3. The City may use other sources of information to perform the evaluation as specified in Section II, Paragraph 22.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon

the proposals submitted. Finalist offerors who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the City Council as specified in Section II, Paragraph 28. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A – SAMPLE CONTRACT

ATTACHMENT A

SANTA BARBARA CITY AGREEMENT NO. _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on *(this is the date that Council approves it, assuming it goes to Council. If not, it is the date that the last person has signed.)* by and between the

CITY OF SANTA BARBARA,
a municipal corporation, hereinafter
referred to as "City";

and

SAMPLE

(Name of Contractor),
hereinafter referred to as
"Contractor",

WITNESSETH:

Whereas, the City requires the services of professionals having the appropriate background, training, and experience necessary to assist the City in the performance of *(text description of contract services)*.

Now, therefore, the City and Contractor agree as follows:

1. CONTRACTOR'S SERVICES

Contractor shall, as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the attached Exhibit A. Contractor is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits of City employees. All project-related costs shall be assumed and paid by Contractor. This contract provides the exclusive means of payment and reimbursement of costs to Contractor by the City.

Such work shall include the following:

- a. Contractor shall perform those services as described in Exhibit A, attached hereto and incorporated herein by this reference, in full compliance with adopted City policies and guidelines as provided to Contractor, and in compliance with all other applicable laws and regulations.
- b. Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. Contractor shall provide finished documents of presentation quality that evidence the

highest standards of investigation, professional review, public participation, and presentation.

2. CLAIMS AND PAYMENT

a. City shall reimburse Contractor for personnel costs reasonably and necessarily incurred in the performance of required services according to the schedule of hourly rates included in the attached Exhibit A. Any changes in personnel or in rates of compensation specified in Exhibit A must be made in writing and require the prior written approval of **(City employee-contract administrator)**.

b. City shall reimburse Contractor for other necessary costs including the actual costs of copies, printing, postage, shipping and documents expense, as well as the costs of other materials, equipment, services and supplies, as required to complete the work and approved by **(City employee-contract administrator)**, according to the attached Exhibit A. Any costs associated with subcontractor work shall not include more than a 10% surcharge (of total cost of additional subcontractor work) for Contractor's supervision, administrative costs, profit and overhead.

c. Total compensation for services pursuant to this agreement, including all reimbursable expenses, shall not exceed the sum of **(contract amount in text) (\$,000.00)** without the express written approval of the City of Santa Barbara.

d. Contractor shall request payment by submitting a claim to the **(City employee-contract administrator)** for review and approval. Each Contractor claim shall contain an itemized statement showing the hours spent on each task by which employees following the budget format included in Exhibit A. Copies of subcontractors' invoices shall be attached to any Contractor claim seeking reimbursement for subcontractor expenses. Any claim requesting reimbursement for a direct expenditure (i.e., travel, postage, phones, etc.) in excess of \$100 shall include evidence of expenditure. A summary report of work completed shall be submitted with each claim.

e. Contractor shall submit claims for payment to the City on a monthly basis.

f. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of two (2) years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees, or independent agents during reasonable business hours.

3. SCHEDULE OF PERFORMANCE AND BUDGET

Contractor shall satisfactorily perform the services described in Paragraph 1 of this Agreement within the Time Schedule shown in Exhibit A. Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency. Contractor shall immediately inform the **(City employee-contract administrator)** of any problems, obstructions or deviations of which Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient and competent manner.

4. TERMINATION

The City may terminate this Agreement at any time, with or without cause, by giving seven (7) days written notice to Contractor. Upon such termination, Contractor shall be entitled only to compensation for services performed satisfactorily in accordance with this Agreement prior to notice of termination.

5. NO ASSIGNMENT

This Agreement for professional services is awarded on the basis of demonstrated personal skills and abilities and Contractor shall not assign this Agreement without the prior written consent of City, which may be granted or withheld at City's sole discretion.

6. OWNERSHIP OF DOCUMENTS

All documents prepared by Contractor pursuant to this Agreement shall become the property of the City upon full and complete compensation to Contractor for services performed herein. Contractor may retain copies of said original documents for Contractor's file.

7. INDEMNITY

Use the paragraph below for the MAJORITY of PROFESSIONAL SERVICES contracts. Check with Risk Management if you have any questions.

a. Consultant/Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorneys' fees) and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement other than as such work relates to Professional Liability insurance, except that loss, damage, liability, claim, demand, detriment, cost, charge and/or expense arising out of the established sole negligence or willful misconduct of the officers or employees of the City.

b. As relates to Professional Liability insurance, Consultant/Contractor shall investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorneys' fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or due to the negligent acts, errors or omissions of Consultant.

8. INSURANCE REQUIREMENTS

As part of the consideration for this agreement, Consultant/Contractor agrees to purchase and maintain at its sole cost and expense during the entire term of this agreement insurance coverage as specified below, with an insurer or insurers satisfactory to the City:

a. Combined single limits of not less than one million (\$1,000,000) dollars of Comprehensive General Liability Insurance, including Bodily Injury and Property damage coverage and one million (\$1,000,000) dollars of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage coverage. This insurance shall include:

i. Extension of coverage to the City, its officers, agents, and employees, as insured, with respect to Contractor's liabilities hereunder in insurance coverage identified above.

ii. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990;

iii. A provision that Consultant's/Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;

iv. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of this agreement to the extent of the required policy limits;

v. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;

vi. A broad form property damage endorsement; and,

vii. A provision that the policies be provided on an "occurrence" basis.

b. Statutory Workers' Compensation and Employer's Liability Insurance: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the City.

c. Professional Liability: Professional Liability (Errors and Omission) insurance with limits of liability of not less than One Million Dollars (\$1,000,000) to cover all services rendered by the Consultant pursuant to this Agreement. Said policy shall provide that City shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

d. Approval of insurance by the City or acceptance of the certificate of insurance by the City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of the City's rights to insurance coverage hereunder.

e. A Certificate of Insurance, supplied by the City, evidencing the above coverage, shall be completed by Contractor's insurer or its agent and submitted to the City prior to execution of this agreement by the City. Contractor shall exercise due diligence to require any and all sub-consultants and/or sub-contractors and all tiers of such sub-contractors to provide General and Automobile Liability, Workers' Compensation and Professional Liability Insurance as set forth above.

f. If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

9. NOTICES

Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first class postage paid.

10. PROHIBITION AGAINST DISCRIMINATION

Section 9.126.020 of the Santa Barbara Municipal Code, prohibiting unlawful discrimination in employment practices is attached and described in Exhibit B and incorporated herein by reference. Contractor shall fulfill all obligations of a contractor under the provisions of such section.

11. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of

Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

12. BUSINESS TAX CERTIFICATE

Contractor shall obtain necessary City business tax certificate prior to the execution of this Agreement at Contractor's expense, and shall maintain such certificate through the term of this Agreement.

13. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Agreement shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Agreement.

14. CONFLICT OF INTERESTS

Contractor warrants by execution of this Agreement that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for the City under this Agreement. Contractor further agrees that during the term of this agreement, Contractor will not obtain, engage in, or undertake any interests, obligations or duty which would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Agreement.

15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Agreement shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Agreement.

16. APPLICABLE LAWS, PARTIAL INVALIDITY

This agreement shall be subject to the laws, rules, regulations, Charter and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written above.

CITY OF SANTA BARBARA
A Municipal Corporation

Entity Name

Name
Title

Signature

ATTEST:

Type or Print Name

Gwen Peirce
City Clerk Services Manager

Title

APPROVED AS TO CONTENT:

Address

City State Zip

Name
Title

Telephone Number

APPROVED AS TO FORM:
Stephen P. Wiley
City Attorney

By _____

Business Tax Compliance:
Certificate No. _____

By _____

Approved as to Insurance:

Mark Howard
Risk Manager

APPENDIX B – NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible". The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:
 - a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
 - b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
 - c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.
8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.
9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:

- a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
- b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

APPENDIX C - LIVING WAGE CERTIFICATION

Official Notification to: _____

_____.

_____.

The service contract that is pending between your company and the City of Santa Barbara is subject to the City of Santa Barbara Living Wage Ordinance, SBMC Chapter 9.128 (hereinafter referred to as "the Ordinance"). Pursuant to this ordinance, you are hereby notified that your company is required to demonstrate compliance by **completing and returning the attached compliance statement. This statement must be completed and returned before contract commencement.** You may fax the compliance statement to: either the requesting department or to the City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.

Please Note: Current living wage rates will apply to all subsequent contracts and amendments during the remainder of the current fiscal year ending June 30, 2013.

The City of Santa Barbara Living Wage Ordinance was adopted on April 4, 2006 (Ordinance number 5384). All capitalized terms used herein are used as defined in the Ordinance. The Ordinance requires that persons directly working on City of Santa Barbara contracts, for services specified in the ordinance, are to be paid a living wage while working on the City of Santa Barbara contract. The Ordinance only applies to those persons directly providing services to the City and does not apply to administrative or support staff employees of a Service Contract, such as administrators, payroll, personnel, or similar employees. The Ordinance also does not apply to employees who are Handicapped, Apprentices, Learners, or Student Interns, who are otherwise part of an employer's training program as those terms are defined in the Ordinance. The Ordinance also states that employees have the right to expressly negotiate and agree to wage and benefit levels different than those required by the Ordinance.

The Ordinance requires that employees working for your firm on this contract be notified that the City of Santa Barbara Living Wage Ordinance applies to them. As part of compliance for this contract, you are required to notify affected employees.

Effective from July 1, 2012, through June 30, 2013, the current rate for minimum compensation to employees is:

- 1. If benefits are not provided to an Employee, a wage of no less than \$16.08 per hour.**
- 2. If Basic Medical Insurance and Compensated Holidays are provided to the Employee, a wage of no less than \$13.79 per hour.**
- 3. If Supplemental Employee Benefits are provided to the Employee, a wage of no less than \$12.64 per hour.**

(All capitalized terms used herein are used as defined in the Ordinance, SBMC Chapter 9.128)

Also be advised that the City may request any or all certified payrolls associated with this contract, however, any such request will be made to your firm in writing and provide fourteen calendar days to respond. The City may also conduct on-site audits to verify compliance. These audits may include, but are not limited to, employee interviews.

Direct questions regarding this Ordinance to General Services Manager, City of Santa Barbara Finance Department, P.O. Box 1990, Santa Barbara, CA 93102.

1. * Select A, B C or D below.

- ☐ A. The Living Wage Ordinance does not apply to this contract because:
- ☐ **Exemption for Handicapped Individuals and Apprentices.** For the purposes of this form, an employee shall not include a “handicapped employee” employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an “apprentice” or “learner” employed pursuant to a special license issued under Section 1192 of the state Labor Code.
 - ☐ **Exemption for Student Interns.** For the purposes of this form, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.
 - ☐ **Public Entity**
 - ☐ **Non-profit exemption.**
 - ☐ **Workers are part of a bona fide collective bargaining agreement.**
 - ☐ **Persons employed are defined as executive or professional as used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et. seq.).**
 - ☐ **Including this agreement, the amount awarded by the City to your firm through one or more agreements is less than seventeen thousand & two hundred & thirty-four dollars (\$17,234) when calculated on a City fiscal year basis (July to June)**
 - ☐ **Services are incidental. Explain:** _____

** Complete the certification portion on page 3.*

- ☐ B. Employees working on City of Santa Barbara contracts receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$16.08 per hour without benefits.

** Complete items #2, #3, #4, #5 and the certification portion on page 3.*

- ☐ C. Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$13.79 per hour with the following benefits:

1. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
2. Basic Medical Insurance Coverage for the Employee.

** Complete items #2, #3, #4, #5, #6 and the certification portion on page 3.*

☐ **D.** Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$12.64 per hour with all of the following benefits:

1. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
2. Basic Medical Insurance Coverage for the Employee.
3. Basic Medical Insurance Coverage for the Employee's spouse, domestic partner or family.
4. One additional Supplemental Benefit as defined in the Ordinance.
 - ☐ Pension or deferred compensation retirement plan.
 - ☐ Childcare or dependent care.
 - ☐ Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item 1.
 - ☐ Other: _____

** Complete items #2, #3, #4, #5, #6 and the certification portion on page 3.*

2. Will any subcontractors perform work on this contract? ☐ **Yes** ☐ **No**

If yes, please indicate company(s) on an additional page.

3. Will you post employee notification form in an area accessible to employees working on City of Santa Barbara contracts? ☐ **Yes** ☐ **No**

4. You may be required to provide certified payroll records, time cards, and other records any time during the contract period to demonstrate compliance. These payroll records must include the following information for each employee working on this contract: employee name, job classification, employer benefit contribution, and hourly pay under this contract.

Do you agree to provide this information within 14 calendar days when requested? ☐ **Yes** ☐ **No**

The City may also perform on site payroll audits that may include, but are not limited to, employee interviews.

5. a) Please provide the total affect that the Living Wage requirements had on your bid price (i.e., no cost affect, increase bid price by \$..., etc.)?

b) How many employees benefited from the living wage requirement? _____

c) How much did the above employees benefit in aggregate during the contract: \$_____

6. The City has several insurance plans. To qualify for a lower wage tier, you must offer insurance at no cost to your employees and match one of the following plans in terms of co-pays/out-of-pocket expenses.

☐ **Aetna HMO:** No deductible, \$100 co-pay for emergency room visits, no charge for preventative care, \$25 co-pay for office visits to Primary Care Physicians/\$35 co-pay to Specialists; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary

☐ **Kaiser HMO:** No deductible, \$35 co-pay for emergency room visits, no charge for preventative care, \$10 co-pay for office visits; Prescriptions: \$5 co-pay for generics; \$15 co-pay for brand, & non-formulary is not covered

☐ **Aetna Open Access Managed Care PPO:** Deductibles: \$500/individual \$1,000/family, \$100 co-pay + 20% coinsurance for emergency room visits, no charge for preventative care, \$25 co-pay for office visits; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 for non-formulary

☐ **Aetna Health Reimbursement PPO:** Deductibles: \$2,000/individual \$4,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & \$35 for non-formulary

☐ **Aetna Health Savings Account PPO:** Deductibles: \$2,500/employee only coverage, \$5,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$15 co-pay for generics; \$25 co-pay for brand, & \$40 for non-formulary

The signatory below hereby certifies, under penalty of perjury, that the forgoing information is correct:

Company Name

Company Address

City, State, Zip

Contact Name

Phone number

Fax number

Name and Title (Please print)

Signature

Date

You may fax the compliance statement to: City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.

LIVING WAGE NOTICE

The company you are working for has a contract or contracts with the City of Santa Barbara that is subject to the Living Wage requirements.

Effective from July 1, 2012, through June 30, 2013, the current rate for minimum compensation to employees is:

- 1. If benefits are not provided to an Employee, a wage of no less than \$16.08 per hour.**
- 2. If Basic Medical Insurance and Compensated Holidays are provided to the Employee, a wage of no less than \$13.79 per hour.**
- 3. If Supplemental Employee Benefits are provided to the Employee, a wage of no less than \$12.64 per hour.**

(All capitalized terms used herein are used as defined in the Ordinance, SBMC Chapter 9.128)

If you believe that there has been a violation of any provision of these regulations or the City's Living Wage Ordinance, please report such acts to the City along with any pertinent records that will assist the City in its investigation. The City will investigate the claim of violation and determine whether a violation of the Living Wage Ordinance is apparent or not.

Upon receipt of notice of a possible violation, the City shall notify the Service Contractor of the complaint and shall seek a mutually acceptable resolution within twenty (20) days from receipt of the complaint form. If resolution is not accomplished, the City shall make a determination regarding the alleged violation and advise the Employee of how he or she may pursue their right to a legal action to determine whether a violation has occurred or not.

If the City determines that no violation of the City's Living Wage Ordinance is apparent, the City Finance Director shall issue a written notice of its determination to both you and the Service Contractor. However, the making of such a determination shall not preclude you from initiating legal action seeking a legal determination that a violation of SBMC Chapter 9.128 has occurred.

Service Contractors shall not discharge, reduce the compensation of, or otherwise discriminate against or retaliate against you for making a complaint to the City, participating in any of its proceedings, using any civil remedy to enforce his or her rights, or otherwise asserting his or her rights under these regulations or SBMC Chapter 9.128.

If you feel that you are being retaliated against (such as termination, reduction in wages or benefits or adverse changes in working conditions) for alleging contractor non-compliance with these regulations, you may report the alleged retaliation in the same manner as the initial complaint.

APPENDIX D - NON-COLLUSION DECLARATION

This declaration is submitted with a proposal (**City Bid No. 3679**) to the City of Santa Barbara. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Santa Barbara, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
- c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
- d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Santa Barbara (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

(Date and Place)

Signature

Name of Bidder

APPENDIX E - RFP DISTRIBUTION LIST

This RFP has been mailed to the following firms. The RFP will also be posted online at www.santabarbaraca.gov and at www.sbcreeks.com.

Goodwin Simon Strategic Research
P.O. Box 366
Culver City, CA 90232
310-558-4761

Fairbank, Maslin, Maullin, Metz & Associates
2425 Colorado Ave., Suite #180
Santa Monica, CA 90404

Social Science Survey Center
Institute for Social Behavioral & Economic Research
University of California Santa Barbara
Santa Barbara, CA 93106-2150